

EXHIBIT 1

KOBRE & KIM LLP

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January 27, 2016

BY EMAIL

Baraa Shaheen
Balwara LLC

Re: **Balwara LLC Representation**

Dear Mr. Shaheen:

We understand that Balwara LLC (“you” or “Client”) has chosen Kobre & Kim LLP (“Kobre & Kim” or the “Firm”) to represent and advise it in connection with this matter.¹ This letter confirms our mutual understanding as to the scope and terms of this engagement.

Scope and Terms of this Engagement

Kobre & Kim is acting as counsel to Client in preparing a memorandum to respond to questions raised in Abdulrahman Hammad’s email to Jonathan Cogan and Brian Murphy dated January 16, 2016 and conducting an in-person or telephone meeting with Client to discuss the same (the “Covered Services”). We are not being retained for any other purpose.²

¹ “Kobre & Kim LLP” herein refers to Kobre & Kim LLP, a New York limited liability partnership practicing law from offices at 800 Third Avenue, New York, New York, U.S.A. and other locations. As needed, Kobre & Kim LLP expects to draw upon the services of other affiliated entities, including but not limited to Kobre & Kim (UK) LLP, a limited liability partnership organized under the laws of England and Wales, operating from offices at Tower 42, 25 Old Broad Street, London EC2N 1HQ, United Kingdom. The Client is entering into an engagement and attorney-client relationship only with Kobre & Kim LLP; however, the Client by entering into this agreement consents to Kobre & Kim LLP performing its services by drawing upon other Kobre & Kim LLP-affiliated entities.

² In this regard, Kobre & Kim is not acting in any other role or for any other party than what is stated above. For example, Kobre & Kim is not acting as counsel related to disclosure, compliance, employment, insurance coverage, or bankruptcy matters unless specifically agreed to herein. To the extent that matters related to such or other matters beyond the scope of the engagement set forth in this letter arise in the course of our work, it is not intended that any opinions expressed by Kobre & Kim are for the purpose of providing independent legal advice. To that end, it is expected and agreed upon that Client will obtain formal advice from another law firm without relying on our opinions. Obviously, in its role as counsel for this matter, Kobre & Kim relies upon the veracity of information provided to it by Client. In addition, the mere fact that we are counsel of record on a particular court case does not

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Client has also informed us that we may rely on instructions from any of the following persons without the need for approval from any other representative of the Client: Baraa Shaheen and Abdulrahman Hammad.

We have reviewed our records in accordance with our customary procedures to prevent conflicts of interest and on the basis of this review we are not aware of any other representation which would preclude us from undertaking this engagement or adversely affect our ability to complete it.

Kobre & Kim represents and in the future will represent many other clients. Some may be direct competitors of Client or otherwise may have business interests that are contrary to Client's interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to your interests.

Kobre & Kim cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to Client. We therefore ask Client to confirm that Kobre & Kim may continue to represent or may undertake in the future to represent any existing or future client in any matter even if the interests of that client in that other matter are directly adverse to Kobre & Kim's representation of Client, as long as that other matter is not related to this or our other engagements on behalf of Client.

In other words, we request that Client confirm that no engagement that we have undertaken or may undertake on behalf of Client will be asserted by Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify Kobre & Kim from, any current or future representation of any client in any matter, including litigation adverse to Client, as long as that other matter is not related to any of our engagements on behalf of Client.

Billing Matters

Fees

In this engagement, we have agreed that the Firm will forego hourly billing and that you will pay a flat fee of US \$15,000 for the Covered Services (the "Flat Fee"). Please note that our engagement responsibilities will commence only upon the receipt of the agreed-upon fee. Disbursements are not covered in the Flat Fee.

Our hourly equivalent fees for this engagement will be based upon the hourly billing rates assigned to the individuals performing the services. Our US lawyers charge US \$650 to US \$975

mean we are acting for the client on matters generally relating to the subject matter of the case. We note that where required by law, under certain limited circumstances we may be obliged to disclose information that Client provides, including evidence.

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per hour. Our non-lawyer professionals charge US \$195 to US \$485 per hour. Client and Kobre & Kim agree that if (1) the hourly equivalent fees exceed \$15,000; (2) Client is satisfied with our work; and (3) Client chooses to engage us in projects beyond the Covered Services, Client may, in its sole discretion, pay the difference between the Flat Fee and the hourly equivalent fees.

Under any circumstances, in addition to the terms set forth below under the "Termination" section which explains that either Client or we can terminate this engagement for any reasons consistent with the rules of professional responsibility, Client specifically agrees that we may withdraw from representing Client in this matter at our discretion if Client fails to, pay our invoices when due, or otherwise to cooperate in our efforts to represent your interests.

If any items in this engagement letter do not comport with Client's understanding of the payment arrangements, please let us know in writing upon receipt of this letter.

Disbursements

In this engagement, in lieu of routine disbursements (such as regular on-line legal research fees, court testimony transcription program usage fees, international and domestic long-distance telecommunications fees, late night work expenses, routine duplication, and other items typically customarily charged as disbursements by other law firms), Client and Kobre & Kim agree that such disbursements shall not be charged, and an administrative fee of 2% of the invoice is agreed upon, to include all such routine disbursements. Please note that extraordinary disbursements, such as expert witness fees, court filing fees, large amounts of duplication, court reporter fees, special database usage in electronic research services, travel expenses and the like will be invoiced separately and in addition to the routine administrative services fee.

Client will advance funds for any fees and expenses associated with the retention of outside experts throughout the course of the representation which fees shall be considered in addition to and separate and apart from the fee arrangements contained herein. Furthermore, Client will be responsible for any fees incurred in connection with arbitrations which require payment of a user fee.

Terms of Payment

Our invoices are due upon receipt.

Payment may be paid either by delivering a check to our offices in New York (Kobre & Kim LLP, 800 Third Avenue, New York, New York 10022) payable to the order of "Kobre & Kim LLP" or by wire transfer or EFT to the coordinates on our invoices. All amounts due to us will be paid in United States dollars, free and clear of all local taxes including any withholding or similar tax.

By signing this letter, Client is acknowledging that it is obligated to pay our fees and other charges. The issue of payments or reimbursements from insurance carriers or other third

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parties is a matter solely between Client and such third party and in no way affects Client's obligation to pay our charges when due, in accordance with the terms of this engagement letter. Kobre & Kim is neither responsible for the reporting of this matter to any and all insurance companies nor for the submission of its invoices. However, upon request, Kobre & Kim will submit invoices to insurance companies as a courtesy. To the extent that, as part of this courtesy, we interface with insurance companies regarding coverage issues, Client understands that we are not acting as coverage counsel. To the extent that Client requires an attorney specialized in coverage issues, such does not fall within the terms and scope of this engagement.

Miscellaneous

Termination

Client may terminate this engagement, and we may terminate this engagement, at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. Unless previously terminated, this engagement will terminate upon our sending Client our final statement for services rendered. If, upon such termination, Client wishes to have documents returned, please advise us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents retained by us.

Indemnity

Client will indemnify and hold harmless Kobre & Kim and its partners, affiliates, principals, associates and employees (collectively, the "Indemnified Person") from and against any claims, damages, liabilities, losses or costs, from third parties, arising from, concerning, in connection with, or relating to this engagement and will advance and reimburse each Indemnified Person for all expenses (including fees and expenses of counsel) as they are incurred in connection with investigating, preparing, pursuing, or defending any action, claim, suit, investigation or proceeding related to, arising out of, or in connection with the engagement whether or not pending or threatened and whether or not any Indemnified Person is a party.

Privilege

We believe it is in the interest of our clients that the Firm has the protection of the privilege in connection with internal reviews of its work for them. Client agrees that any communications between our lawyers and staff working on their matter and the lawyer at the firm who may be reviewing that work for compliance with professional conduct rules will be protected by the Firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and those of Client.

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Confidentiality

The terms of this engagement letter are confidential and will not, except as required by law, be disclosed by Client or us to any third party without the consent of the other. Where the fact of our representation of Client is a matter of public record, we agree that Client or Kobre & Kim shall be permitted to inform third parties of the representation.

File Retention

Unless otherwise required by applicable law or rules, Kobre & Kim reserves in its absolute discretion the right to retain or destroy documents once a matter has concluded.

Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Arbitration Rights

If a dispute arises between us with respect to our fees, Client may have a right to have such a dispute arbitrated pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, provided that, among other things, the amount in dispute is not greater than US \$50,000. Please note that this is not an arbitration clause but rather a court-mandated notice about the availability of optional arbitration.

Choice of Law

This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

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If you wish to discuss any of the foregoing terms of engagement, please contact me in writing upon receipt of this letter. Otherwise, we will proceed with our engagement on the terms set forth above. Please sign below to acknowledge your receipt of this letter and return the same to us. Please note that our engagement responsibilities formally commence only upon receipt of the agreed-upon fee. We look forward to working with you.

Very truly yours,

KOBRE & KIM LLP

 Feb 6, 2016

Baraa Shaheen, Authorized to Enter into an Agreement on behalf of Balwara LLC